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Doc Number: **0812459**

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**OFFICIAL RECORDS**

Requested By:  
**ALLISON, MACKENZIE**

**DOUGLAS COUNTY RECORDERS**  
Karen Ellison - Recorder

Page: 1 Of 6 Fee: \$ 219.00  
Bk: 1112 Pg: 1908



Deputy: sg

APNs: 1420-08-214-001; 1420-08-214-022  
1420-08-310-027; 1420-08-312-006  
1420-08-401-001; 1420-08-411-017  
1420-08-412-008; 1420-17-110-001  
1420-18-510-041; 1420-18-710-062  
1420-18-710-064; 1420-18-710-065  
1420-18-710-073

**RECORDING REQUESTED BY:**

**BRJ INVESTMENTS, LLC**  
c/o James R. Cavilia, Esq.  
Allison, MacKenzie, Pavlakis,  
Wright & Fagan, Ltd.  
Post Office Box 646  
Carson City, NV 89702

**AND WHEN RECORDED MAIL TO:**

James R. Cavilia, Esq.  
Allison, MacKenzie, Pavlakis,  
Wright & Fagan, Ltd.  
Post Office Box 646  
Carson City, NV 89702

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**IMPORTANT NOTICE**

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.** You may have the legal right for a period of 35 days commencing on the first day following the day upon which the notice of default was recorded and mailed to make good the deficiency in performance or payment. No sale date may be set until three months from the date this notice of default was recorded (which date of recordation appears on this notice).

This amount is \$25,625.00 as of 11/06/2012 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all the amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Allison, MacKenzie, Pavlakis,  
Wright & Fagan, Ltd.  
Attention: James R. Cavilia, Esq.  
Post Office Box 646  
Carson City, NV 89702  
(775) 687-0202

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**NOTICE IS HEREBY GIVEN THAT: STEWART TITLE OF NEVADA HOLDINGS, INC., a NEVADA CORPORATION** is the duly appointed Trustee under a Deed of Trust dated 02/01/2010 executed by **SGC NEVADA, LLC, a NEVADA LIMITED LIABILITY COMPANY** as Trustor, to secure certain obligations in favor of **BRJ INVESTMENTS, LLC, a NEVADA LIMITED LIABILITY COMPANY**, as original Beneficiary under a Deed of Trust recorded on 02/03/2010 as **Document No. 758095** of Official Records in the Office of the Recorder of Douglas County, State of Nevada. Said obligations include **ONE NOTE FOR THE ORIGINAL SUM OF \$900,000.00.**

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: **THE INSTALLMENTS OF INTEREST WHICH BECAME DUE 09/01/2012 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AND PREPAYMENT PENALTY, IF ANY, AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES AND/OR TRUSTEE FEES.**

That by reason thereof, the present beneficiary under such Deed of Trust, has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

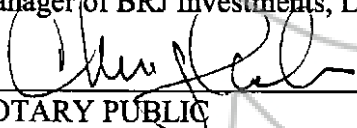
Date:

BRJ INVESTMENTS, LLC, Beneficiary

  
\_\_\_\_\_  
Bill Wellman, Manager

STATE OF NEVADA        )  
                                      : ss  
COUNTY OF CLARK     )

This instrument was acknowledged before me on November 6, 2012 by Bill Wellman, Manager of BRJ Investments, LLC

  
\_\_\_\_\_  
NOTARY PUBLIC

(My commission expires: June 6, 2014)



**CHRISTINE WALDRON**  
Notary Public State of Nevada  
No. 08-7817-1  
My Appt. Exp. June 6, 2016

**Exhibit**  
**NRS 107.080 Compliance Affidavit**  
**Version 10/01/11 (Issued 9/26/11)**

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**

APNs or Property Address:  
1420-08-214-001; 1420-08-214-022  
1420-08-310-027; 1420-08-312-006  
1420-08-401-001; 1420-08-411-017  
1420-08-412-008; 1420-17-110-001  
1420-18-510-041; 1420-18-710-062  
1420-18-710-064; 1420-18-710-065  
1420-18-710-073

Deed of Trust Document Instrument  
Number: 758095

STATE OF NEVADA            )  
  : ss  
COUNTY OF CLARK         )

The affiant, Bill Wellman, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attest that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to seel to which this affidavit is attached ("Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2) (c).

- 1. The full name and business address of the trustee or the trustee's representative or assignee is:

Stewart Title of Nevada Holdings, Inc.           1886 College Parkway, Suite 101  
Carson City, NV 89706

The full name and business address of the current holder of the note secured by the Deed of Trust is:

BRJ INVESTMENTS, LLC                                 2309 Prometheus Court  
Henderson, NV 89074

The full name and business address of the current beneficiary of record of the Deed of Trust is:

BRJ INVESTMENTS, LLC

2309 Prometheus Court  
Henderson, NV 89074

The full name and business address of the servicers of the obligation or debt secured by the Deed of Trust is:

N/A  
Full Name

N/A  
Street, City, State, Zip

2. The full name and last known business address of the current and every prior known beneficiary of the Deed of Trust, is:

BRJ INVESTMENTS, LLC

2309 Prometheus Court  
Henderson, NV 89074

3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust.

4. The trustee has the authority to exercise the power of sale under Chapter 107 of NRS with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the Deed of Trust.

5. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercises of the power of sale:

- a. The amount of missed payments and interest in default is \$25,625.02.
- b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$0.00.
- c. The principal amount secured by the Deed of Trust is \$900,000.00.
- d. A good faith estimate of all fees imposed and to be imposed because of the default is \$0.00.

